

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER  
**F73CE080275100**

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CONTRACT NO.  
**F41612-99-C0003**

3. AWARD/EFFECTIVE  
 DATE **19 Feb 99**

4. ORDER NUMBER

5. SOLICITATION NUMBER  
**F41612-99-R-0005**

6. SOLICITATION ISSUE  
 DATE **25 Nov 98**

7. FOR SOLICITATION  
 INFORMATION CALL:

a. NAME  
**Sharon B. Roberson**

b. TELEPHONE NUMBER (No collect  
 calls)  
**(940) 676-7205**

8. OFFER DUE DATE/ COB  
 LOCAL TIME **28 DEC 98**

9. ISSUED BY

**82d Contracting Squadron (AETC)  
 Services Contracts Flight/LGCV  
 136 K Avenue, Suite 1  
 Sheppard AFB, TX 76311  
 Buyer: Sharon B. Roberson**

CODE

10. THIS ACQUISITION IS

☐ UNRESTRICTED  
☒ SET ASIDE: 100% FOR  
☐ SMALL BUSINESS  
☐ SMALL DISAV. BUSINESS  
☒ 8(A) Competitive  
 SIC: **4953**  
 SIZE STANDARD: **\$6M**

11. DELIVERY FOR  
 FOB DESTINATION  
 UNLESS BLOCK IS  
 MARKED  
☒ SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED  
 ORDER UNDER DPAS (15 CFR 700)

13b. RATING

"Offers are solicited only from offerors who are neither  
 debarred nor suspended nor proposed for debarment or  
 suspension."

14. METHOD OF SOLICITATION

☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO

CODE

16. ADMINISTERED BY

**82 CONS/LGCV  
 136 K Avenue, Suite 1  
 Sheppard AFB TX 76311-2746**

CODE

17a. CONTRACTOR/  
 OFFEROR

CODE

FACILITY  
 CODE

**URRUTIA INC.**

**P O BOX 130**

**ABBEVILLE, AL 36310**

TELEPHONE NO.

**334-585-3699**

18a. PAYMENT WILL BE MADE BY

CODE

**DFAS-SA/FPV  
 500 McCullough Avenue  
 San Antonio, TX 78215-2100**

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN  
 OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW  
 IS CHECKED ☒ SEE ADDENDUM

19.  
 ITEM NO.

20.  
 SCHEDULE OF SUPPLIES/SERVICES

21.  
 QUANTITY

22.  
 UNIT

23.  
 UNIT PRICE

24.  
 AMOUNT

See Attachment Bid Schedule

**THIS AWARD IS BEING ISSUED PURSUANT  
 TO THE SMALL BUSINESS COMPETITIVENESS  
 DEMONSTRATION PROGRAM-FAR 19.1006**

(Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA  
 See Page 2

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
**\$293,032.00**

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED.

☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR IS ATTACHED. ADDENDA ☐ ARE

☐ ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN **3** COPIES  
☒ TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS  
 SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS  
 SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN **FAR 52.212-1**

29. AWARD OF CONTRACT: REFERENCE OFFER  
☐ DATED YOUR OFFER ON SOLICITATION (BLOCK  
 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH  
 HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER

31c. DATE SIGNED

**LEN HERNDON, VICE PRESIDENT**

**12/19/98**

**CHERYL M. BROWN**

**2/19/99**

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE  
 CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
 CORRECT FOR

☐ PARTIAL ☐ FINAL

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT.  
 REPRESENTATIVE

32c. DATE

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D  
 (YY/MM/DD)

42d. TOTAL CONTAINERS

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

AUTHORIZED FOR LOCAL REPRODUCTION

SEE REVERSE FOR OMB CONTROL NUMBER AND  
 PAPERWORK BURDEN STATEMENT

STANDARD FORM 1449 (10-95)  
 Prescribed by GSA - FAR (48 CFR) 53.212

**TABLE OF CONTENTS****I. SF 1449 Solicitation/Contract/Order for Commercial Items Continuation from SF 1449**

- (1) Continuation for SF 1449; block 17b.
- (2) Section B, Continuation for blocks 19-24, Prices/Costs

**II. Applicable Contract Clauses**

- (1) FAR 52.2212-4 (Full Text) Contract Terms & Conditions
- (2) Addendum 1 to FAR 52.212-4
- (3) FAR 52.212-5 (Full Text), Contract Terms & Conditions

**III. Contract documents, exhibits and attachments**

- (1) Statement of Need
- (2) Tonnage of Refuse by Month and Fiscal Year
- (3) Quality Assurance Surveillance Plan (QASP)
- (4) Department of Labor Wage Determination  
No. 94-2525, Rev 11, 11/17/98

**The Accounting and Appropriation Data for this Modification is:**

5793400 309 6444 564458 03 53330 660700 W/O A39001 (\$179,957.00) Partial Pmt  
5797045 839 6444 564458 P72121 53330 660700 W/O A39002 AFO ID 1 (\$103,244.20)  
9790130.1883 2X9 6444 245280 B8 53330 660700 W/O A39003 (\$7,761.00)  
5793400 309 6444 564458 03 53330 660700 W/O A39004 AFO ID 1 (\$8,795.80)

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- I. **SF 1449 Solicitation/Contract/Order for Commercial Items Continuation from SF 1449**
  - (1) Continuation for SF 1449; block 17b.
  - (2) Section B, Continuation for blocks 19-24, Prices/Costs
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  - (1) FAR 52.2212-4 (Full Text) Contract Terms & Conditions
  - (2) Addendum 1 to FAR 52.212-4
  - (3) FAR 52.212-5 (Full Text), Contract Terms & Conditions
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No. 94-2525, Rev 11, 11/17/98

I. SF 1449 Solicitation/Contract/Order For Commercial Items (Continued)

CONTINUATION FROM SF 1449

**(1) CONTINUATION FROM SF 1449 blocks**

(a) BLOCK 17b.

Complete if remittance is different than block 17a

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(b) BLOCK 18b

**Send invoices to addresses listed below:**

DFAS-SA/FPV  
500 MCCULLOUGH AVENUE  
SAN ANTONIO TX 78215

AND

82D CES/CEOEI  
231 9<sup>th</sup> AVE  
SHEPPARD AFB TX 76311-3333

**SEND ONE COURTESY COPY OF INVOICE TO ADDRESS LISTED BELOW:**

82D CONTRACTING SQUADRON/LGCV  
136 K AVENUE SUITE 1  
SHEPPARD AFB TX 76311-2739

**EFFECTIVE 1 JUN 98 ANY VENDOR DOING BUSINESS WITH THE GOVERNMENT  
MUST BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTER.**

**PHONE NUMBER: TOLL FREE 888-227-2423**

**Internet: <http://www.acq.osd.mil/ec>**

THE BID SCHEDULE  
SUPPLIES OR SERVICE AND PRICE/COSTS

SERVICES NONPERSONAL: FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND TRANSPORTATION NECESSARY TO PERFORM REFUSE COLLECTION AND DISPOSAL AT SHEPPARD AFB, TX IN ACCORDANCE WITH THE STATEMENT OF NEED

PERFORMANCE PERIOD: BASIC PERIOD - 1 APRIL 1999 THROUGH 30 SEPTEMBER 1999

ITEM NO	SUPPLIES	SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	BASE PROPER Refuse collection and disposal services					
0001AA	For 6 and 8 cubic yard containers	19	DAYS	\$ <u>650.00</u>	\$ <u>12,350.00</u>	
	12 through 30 Apr 99					
0001AB	For 6 and 8 cubic yard containers	5	MO	\$ <u>18,206.00</u>	\$ <u>91,030.00</u>	
0001AC	For 20 and 30 cubic yard/roll-off	19	DAYS	\$ <u>130.00</u>	\$ <u>2,470.00</u>	
0001AD	For 20 and 30 cubic yard/roll-off containers	5	MO	\$ <u>3,340.00</u>	\$ <u>16,700.00</u>	
0002	MILITARY FAMILY HOUSING Refuse collection and Disposal to include Capehart, Wherry and Bunker Hill					
		6	MO	\$ <u>13,997.00</u>	\$ <u>83,982.00</u>	
0003	EXTRA COLLECTIONS					
0003AA	For 6 and 8 cubic yard containers	Est 40	EA	\$ <u>10.00</u>	\$ <u>400.00</u> (Est)	
0003AB	For 20 and 30 cubic yard/roll-off containers	Est 120	EA	\$ <u>25.00</u>	\$ <u>3,000.00</u> (Est)	
0004	Landfill Fees	Est 2700	TON	\$ <u>28.00</u>	\$ <u>75,600.00</u> (Est)	
0005	Phase In 1-11 Apr 99	11	DAYS	\$ <u>750.00</u>	\$ <u>7,500.00</u>	
TOTAL ESTIMATED AMOUNT FOR BASIC YEAR					\$ <u>293,032.00</u> (Est)	

THE BID SCHEDULE  
SUPPLIES OR SERVICE AND PRICE/COSTS

SERVICES NONPERSONAL: FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND TRANSPORTATION NECESSARY TO PERFORM REFUSE COLLECTION AND DISPOSAL AT SHEPPARD AFB, TX IN ACCORDANCE WITH THE STATEMENT OF NEED

PERFORMANCE PERIOD: OPTION YEAR ONE - 1 OCTOBER 1999 THROUGH 30 SEPTEMBER 2000

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
1001	BASE PROPER Refuse collection and disposal services				
1001AA	For 6 and 8 cubic yard containers	12	MO	\$ <u>18,206.00</u>	\$ <u>218,472.00</u>
1001AB	For 20 and 30 cubic yard/roll-off containers	12	MO	\$ <u>3,340.00</u>	\$ <u>40,080.00</u>
1002	MILITARY FAMILY HOUSING Refuse collection and Disposal to include Capehart, Wherry and Bunker Hill	12	MO	\$ <u>13,997.00</u>	\$ <u>167,964.00</u>
1003	EXTRA COLLECTIONS				
1003AA	For 6 and 8 cubic yard containers	Est 40	EA	\$ <u>10.00</u>	\$ <u>400.00</u> (Est)
1003AB	For 20 and 30 cubic yard/roll-off container	Est 120	EA	\$ <u>25.00</u>	\$ <u>3,000.00</u> (Est)
1004	Landfill Fees No profit shall be Included on this item	Est 5300	TON	\$ <u>28.00</u>	\$ <u>148,400.00</u> (Est)
TOTAL ESTIMATED AMOUNT OPTION YEAR ONE					\$ <u>578,316.00</u> (Est)

THE BID SCHEDULE  
SUPPLIES OR SERVICE AND PRICE/COSTS

SERVICES NONPERSONAL: FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND TRANSPORTATION NECESSARY TO PERFORM REFUSE COLLECTION AND DISPOSAL AT SHEPPARD AFB, TX IN ACCORDANCE WITH THE STATEMENT OF NEED

PERFORMANCE PERIOD: OPTION YEAR TWO - 1 OCTOBER 2000 THROUGH 30 SEPTEMBER 2001

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
2001	BASE PROPER Refuse collection and disposal services				
2001AA	For 6 and 8 cubic yard containers	12	MO	\$ <u>18,206.00</u>	\$ <u>218,472.00</u>
2001AB	For 20 and 30 cubic yard/roll-off containers	12	MO	\$ <u>3,340.00</u>	\$ <u>40,080.00</u>
2002	MILITARY FAMILY HOUSING Refuse collection and Disposal to include Capehart, Wherry and Bunker Hill	12	MO	\$ <u>13,997.00</u>	\$ <u>167,964.00</u>
2003	EXTRA COLLECTIONS				
2003AA	For 6 and 8 cubic yard containers	Est 40	EA	\$ <u>10.00</u>	\$ <u>400.00</u> (Est)
2003AB	For 20 and 30 cubic yard/roll-off containers	Est 120	EA	\$ <u>25.00</u>	\$ <u>3,000.00</u> (Est)
2004	Landfill Fees No profit shall be Included on this item	Est 5300	TON	\$ <u>28.00</u>	\$ <u>148,400.00</u> (Est)

TOTAL ESTIMATED AMOUNT OPTION YEAR TWO \$578,316.00(Est)

THE BID SCHEDULE  
SUPPLIES OR SERVICE AND PRICE/COSTS

SERVICES NONPERSONAL: FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND TRANSPORTATION NECESSARY TO PERFORM REFUSE COLLECTION AND DISPOSAL AT SHEPPARD AFB, TX IN ACCORDANCE WITH THE STATEMENT OF NEED

PERFORMANCE PERIOD: OPTION YEAR THREE - 1 OCTOBER 2001 THROUGH 30 SEPTEMBER 2002

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
3001	BASE PROPER Refuse collection and disposal services				
3001AA	For 6 and 8 cubic yard containers	12	MO	<u>\$18,206.00</u>	<u>\$218,472.00</u>
3001AB	For 20 and 30 cubic yard/roll-off containers	12	MO	<u>\$ 3,340.00</u>	<u>\$ 40,080.00</u>
3002	MILITARY FAMILY HOUSING Refuse collection and Disposal to include Capehart, Wherry and Bunker Hill	12	MO	<u>\$13,997.00</u>	<u>\$167,964.00</u>
3003	EXTRA COLLECTIONS				
3003AA	For 6 and 8 cubic yard containers	Est 40	EA	<u>\$ 10.00</u>	<u>\$ 400.00(Est)</u>
3003AB	For 20 and 30 cubic yard/roll-off containers	Est 120	EA	<u>\$ 25.00</u>	<u>\$ 3,000.00(Est)</u>
3004	Landfill Fees No profit shall be Included on this item	Est 5300	TON	<u>\$ 28.00</u>	<u>\$148,400.00(Est)</u>

TOTAL ESTIMATED AMOUNT OPTION YEAR THREE \$578,316.00(Est)



THE BID SCHEDULE  
SUPPLIES OR SERVICE AND PRICE/COSTS

SERVICES NONPERSONAL: FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND TRANSPORTATION NECESSARY TO PERFORM REFUSE COLLECTION AND DISPOSAL AT SHEPPARD AFB, TX IN ACCORDANCE WITH THE STATEMENT OF NEED

PERFORMANCE PERIOD: OPTION YEAR FOUR - 1 OCTOBER 2002 THROUGH 30 SEPTEMBER 2003

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
4001	BASE PROPER Refuse collection and disposal services				
4001AA	For 6 and 8 cubic yard containers	12	MO	<u>\$18,206.00</u>	<u>\$218,472.00</u>
4001AB	For 20 and 30 cubic yard/roll-off containers	12	MO	<u>\$ 3,340.00</u>	<u>\$ 40,080.00</u>
4002	MILITARY FAMILY HOUSING Refuse collection and Disposal to include Capehart, Wherry and Bunker Hill	12	MO	<u>\$13,997.00</u>	<u>\$167,964.00</u>
4003	EXTRA COLLECTIONS				
4003AA	For 6 and 8 cubic yard containers	40	EA	<u>\$ 10.00</u>	<u>\$ 400.00(Est)</u>
4003AB	For 20 and 30 cubic yard/roll-off containers	Est 120	EA	<u>\$ 25.00</u>	<u>\$ 3,000.00(Est)</u>
4004	Landfill Fees No profit shall be Included on this item	Est 5300	TON	<u>\$ 28.00</u>	<u>\$148,400.00 (Est)</u>

TOTAL ESTIMATED AMOUNT OPTION YEAR FOUR \$578,316.00(Est)

THE BID SCHEDULE  
SUPPLIES OR SERVICE AND PRICE/COSTS

SERVICES NONPERSONAL: FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND TRANSPORTATION NECESSARY TO PERFORM REFUSE COLLECTION AND DISPOSAL AT SHEPPARD AFB, TX IN ACCORDANCE WITH THE STATEMENT OF NEED

PERFORMANCE PERIOD: OPTION YEAR FIVE - 1 OCTOBER 2003 THROUGH 30 SEPTEMBER 2004

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
5001	BASE PROPER Refuse collection and disposal services				
5001AA	For 6 and 8 cubic yard containers	12	MO	\$ <u>18,206.00</u>	\$ <u>218,472.00</u>
5001AB	For 20 and 30 cubic yard/roll-off containers	12	MO	\$ <u>3,340.00</u>	\$ <u>40,080.00</u>
5002	MILITARY FAMILY HOUSING Refuse collection and Disposal to include Capehart, Wherry and Bunker Hill	12	MO	\$ <u>13,997.00</u>	\$ <u>167,964.00</u>
5003	EXTRA COLLECTIONS				
5003AA	For 6 and 8 cubic yardEst containers	40	EA	\$ <u>10.00</u>	\$ <u>400.00</u> (Est)
5003AB	For 20 and 30 cubic yard/roll-off containers	Est 120	EA	\$ <u>25.00</u>	\$ <u>3,000.00</u> (Est)
5004	Landfill Fees No profit shall be Included on this item	Est 5300	TON	\$ <u>28.00</u>	\$ <u>148,400.00</u> (Est)

TOTAL ESTIMATED AMOUNT OPTION YEAR FIVE \$578,316.00(Est)

THE BID SCHEDULE  
SUPPLIES OR SERVICE AND PRICE/COSTS

SERVICES NONPERSONAL: FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND TRANSPORTATION NECESSARY TO PERFORM REFUSE COLLECTION AND DISPOSAL AT SHEPPARD AFB, TX IN ACCORDANCE WITH THE STATEMENT OF NEED

PERFORMANCE PERIOD: OPTION YEAR SIX - 1 OCTOBER 2004 THROUGH 30 SEPTEMBER 2005

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
6001	BASE PROPER Refuse collection and disposal services				
6001AA	For 6 and 8 cubic yard containers	12	MO	<u>\$18,206.00</u>	<u>\$218,472.00</u>
6001AB	For 20 and 30 cubic yard/roll-off containers	12	MO	<u>\$ 3,340.00</u>	<u>\$ 40,080.00</u>
6002	MILITARY FAMILY HOUSING Refuse collection and Disposal to include Capehart, Wherry and Bunker Hill	12	MO	<u>\$13,997.00</u>	<u>\$167,964.00</u>
6003	EXTRA COLLECTIONS				
6003AA	For 6 and 8 cubic yardEst containers	40	EA	<u>\$ 10.00</u>	<u>\$ 400.00(Est)</u>
6003AB	For 20 and 30 cubic yard/roll-off contain	Est 120	EA	<u>\$ 25.00</u>	<u>\$ 3,000.00(Est)</u>
6004	Landfill Fees No profit shall be Included on this item	Est 5300	TON	<u>\$ 28.00</u>	<u>\$148,400.00(Est)</u>

TOTAL ESTIMATED AMOUNT FOR OPTION YEAR SIX \$578,316.00(Est)

TOTAL ESTIMATED AMOUNT FOR BASIC YEAR AND  
OPTION YEARS ONE, TWO, THREE, FOUR  
FIVE AND SIX \$ 3,762,928.00(Est)

## II. APPLICABLE CONTRACT CLAUSES

### (1) FAR 52.212-4 (FULL TEXT) Contract Terms & Conditions

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS— (APR 1998)  
COMMERCIAL ITEMS  
(IAW FAR 12.301(b)(3))

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include—

- (1) Name and address of the Contractor;
- (2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease

work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliance's.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliance's, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

**ADDITIONAL CLAUSES**

(2) Addendum 1 to FAR 52.212-4

FAR 52.252-2      CLAUSES INCORPORATED BY REFERENCE      (JUN 1988)  
(IAW FAR 52.107(b))

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

FAR 52.204-4      Printing /Copying Double Sided On Recycled      (JUN 1996)  
Paper (IAW FAR 4.304)

FAR 52.217-8      Option to Extend Services      (AUG 1989)  
(IAW FAR 17.208(f))

FAR 52.217-9      Option to Extend the Term of the contract      (MAR 1989)  
(IAW FAR 17.208(g))

For the purpose of this clause the blanks are completed as follows:

- (a) within 15 days (prior to expiration of the contract period)
- (c) not to exceed 84 months

FAR 52.219-18      Notification of Competition Limited to      (JAN 1997)  
Eligible 8(a) Concerns  
As prescribed in 19.811-3(d), insert  
The following clause:

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer –

- (1) SIC code 4953 is specifically included in the Offeror's approved business plan;
  - (2) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
  - (3) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The \_\_\_\_\_ *[insert name of SBA's contractor]* will notify the 82d Contracting Squadron Contracting Officer in (writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of Clause)

FAR 52.223-10	Waste Reduction Program (IAW FAR 23.706)	(OCT 1997)
FAR 52.232-18	Availability of Funds (IAW FAR 32.705-1(a))	(APR 1984)
FAR 52.237-1	Site Visit (IAW FAR 37.110(a))	(APR 1984)
FAR 52.237-2	Protection of Government Buildings, Equipment, And Vegetation (IAW FAR 37.110(b))	(APR 1984)
FAR 52.237-3	Continuity of Services (IAW 37.11(c))	(JAN 1991)
FAR 52.245-8	Liability for the Facilities (IAW FAR 45.302-6(b))	(JAN 1997)
DFARS 252.204-7004	Required Central Contractor Registration	(MAR 1998)

#### AETC FARS

5352.214-9000	Smoking in AETC Facilities (IAW AETC FARS 5314.201-2(h))	(JUL 1993)
5352.237-9001	Preperformance Conference	(JUL 1993)

Offerors/bidders are hereby advised that if they are awarded a contract as a result of this solicitation, they may be required to appear at the 82d CONS/LGCV, 136 K Avenue Suite 1, Building 1664, Sheppard AFB, TX, at a time to be determined by the Contracting Officer to attend a preperformance conference prior to commencement of any work on the military installation.



## SHEPPARD AFB CLAUSE

### Method of Deduction for Non-Reperformance

In accordance with FAR Clause 52.212-4 (a), entitled "Inspection/Acceptance," the contractor is afforded an opportunity to reperform a service that was missed or not in accordance with the requirements in the Statement of Need (ie. missed collection of a particular rolloff container). However, reperformance must occur before the next scheduled collection date for the item. If reperformance is not accomplished, deductions in contract price will be accomplished as follows:

a. Non-collection of bulk containers: For each missed container that is not reperformed, the unit price for the corresponding SubCLIN for Extra Collections (X003AA and/or X003AB) will be deducted from the monthly invoice. For example, if during the Base Year, a 6 CY container was missed and not recollected before the next scheduled collection date, the unit price for SubCLIN 0003AA would be deducted in the next invoice.

b. Non-collection of Military Family Housing units: For each missed container that is not reperformed, this item will be priced per household in the following manner: The total annual amount for the MFH CLIN (X002) will be divided by 52 weeks to arrive at a weekly price. This result is then divided by 1287 (# of housing units) to arrive at the weekly price. This price is divided by two (number of collections per week). The resultant price is the price that will be deducted per household for each missed collection.

FAR 52.216-4      Economic Price Adjustment -      (JAN 1997)  
Labor and Material

As prescribed in 16.203-4(c), when contracting by negotiation, insert a clause that is substantially the same as the following clause in solicitations and contracts when the conditions specified in 16.203-4(c)(1)(i) through (iv) apply (but see 16.203-4(c)(2)). The clause may be modified by increasing the 10-percent limit on aggregate increases specified in subparagraph (c)(4), upon approval by the chief of the contracting office.

(a) The Contractor shall notify the Contracting Officer if, at any time during contract performance, the rate of pay for labor (including fringe benefits) or the unit prices for material shown in the Schedule either increase or decrease. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the Contracting Officer may approve in writing, but not later than the date of final payment under this contract. The notice shall include the Contractor's proposal for an adjustment in the contract unit prices to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) of this clause, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases in the labor rates (including fringe benefits) and unit prices of material shown in the Schedule results in an adjustment allowable under subparagraph (c)(3) of this clause. The Contracting Officer shall modify this contract

(1) to include the price adjustment and its effective date and

(2) to revise the labor rates (including fringe benefits) or unit prices of material as shown in the Schedule to reflect the increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on unit prices of the increases or decreases in the rates of pay for labor (including fringe benefits) or unit prices for material shown in the Schedule. There shall be no adjustment for --

(i) Supplies or services for which the production cost is not affected by such changes;

(ii) Changes in rates or unit prices other than those shown in the Schedule; or

(iii) Changes in the quantities of labor or material used from those shown in the Schedule for each item.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or unit prices for material which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all contract line items, either party requests an adjustment under paragraph (b) of this clause.

(4) The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price. There is no percentage limitation on the amount of decreases that may be made under this clause.

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of labor (including fringe benefits) and material during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

**THIS CLAUSE ONLY APPLIES TO CLIN NUMBERS 0004, 1004, 2004, 3004, 4004, 5004, 6004.**

(End of Clause)

**(3) FAR 52.212-5 Contract Terms and Conditions**

FAR 52-212-5      CONTRACT TERMS AND CONDITIONS      (JAN 1999)  
REQUIRED TO IMPLEMENT STATUTES  
OR EXECUTIVE ORDERS – COMMERCIAL  
ITEMS (IAW FAR 12.301(b)(4))

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O.11755); and

(2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C.253g and 10 U.S.C.2402).

     (2) [Reserved]

     (3) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

     (4) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

  X   (5) 52.219-14, Limitations on Subcontracting (15 U.S.C.637(a)(14)).

     (6) (i) 52.219-23, Notice of Price Evaluation Adjustmtne for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

     (ii) Alternate I of 52.219-23.

     (7) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

     (8) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

     (9) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

     (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

     (11) 52.222-21, Prihibition of Segragated Facilities (Feb 1999).

  X   (12) 52.222-26, Equal Opportunity (E.O.11246).

☒ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212).

☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793).

☒ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212).

☐ (16) 52.225-3, Buy American Act -- Supplies (41 U.S.C.10).

☐ (17) 52.225-9, Buy American Act -- Trade Agreements Act --Balance of Payments Program (41 U.S.C.10, 19 U.S.C.2501-2582).

☐ (18) [Reserved]

☐ (19) 52.225-18, European Union Sanction for End Products (E.O.12849).

☐ (20) 52.225-19, European Union Sanction for Services (E.O.12849).

☐ (21)(i) 52.225-21, Buy American Act -- North American Free Trade Agreement Implementation Act --Balance of Payments Program (41 U.S.C 10, Pub.L.103-187).

☐ (ii) Alternate I of 52.225-21.

☐ (22) 52.239-1, Privacy or Security Safeguards (5 U.S.C.552a).

☐ (23) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C.1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components: *(Contracting Officer check as appropriate.)*

☒ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C.351, et seq.).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C.206 and 41 U.S.C.351, et seq.).

<u>Employee Class</u>	<u>Monetary Wage-Fringe Benefits</u>
Motor Vehicle Operator, Heavy	\$11.74
Laborer	\$ 8.26

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C.351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C.206 and 41 U.S.C.351, et seq.).

☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C.351, et seq.).

(d) *Comptroller General Examination of Record.* The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

(1) 52.222-26, Equal Opportunity (E.O.11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of Clause)

**DFARS 252-212-7001 CONTRACT TERMS AND CONDITIONS (JAN 1999)**  
**REQUIRED TO IMPLEMENT STATUTES**  
**OR EXECUTIVE ORDERS APPLICABLE**  
**TO DEFENSE ACQUISITIONS OF**  
**COMMERCIAL ITEMS**  
**(As prescribed in 212.301(f)(iii))**

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- ☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- ☐ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- ☐ 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- ☐ 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- ☐ 252.225-7007 Buy American Act-Trade Agreements--Balance of Payments Program (\_\_\_Alternate I) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- ☒ 252.225-7012 Preference for Certain Domestic Commodities.
- ☐ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- ☐ 252.225-7021 Trade Agreements (\_\_\_Alternate I) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- ☐ 252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- ☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (\_\_\_Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☒ 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

X   252.243-7002 Certification of Requests for Equitable Adjustment  
(10 U.S.C. 2410).

      252.247-7024 Notification of Transportation of Supplies by Sea  
(10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

Preference for Domestic Specialty Metals,  
252.225-7014 Alternate I (10 U.S.C. 2241 note).

(End of clause)

III. CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

Attachment	Description	Number of Pages
A	Statement of Need	5
B	Tonnage of Refuse by Month And Fiscal Year	1
C	Department of Labor Wage Determination No. 94-2525, Rev 11, dated 11/17/1998	11



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 4 PAGES
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 12/15/98	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
ISSUED BY CODE 22D CONTRACTING SQUADRON 136 K AVENUE STE 1 SHEPPARD AFB TX 76311-2746 SHARON ROBERSON (940) 676-7205		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(X) 9A. AMENDMENT OF SOLICITATION NO. X F41612-99-R0005 9B. DATED (SEE ITEM 11) 11/25/98 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE		

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

### 12. Accounting and Appropriation Data (If required)

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

### 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

POC: ROBERSON, SHARON B.  
PHONE: 940-676-7205

See pages 2, 3 and 4 of 4 Pages

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF SIGNER (Type or print)	
CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

Created using PerForm Pro software.

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

The purpose of this Amendment is to incorporate Wage Determination 94-2525 (Rev 11), correct bid schedule, replace some pages with revised pages and to answer questions received during the pre-proposal/site visit.

1. Drawings are not located on the internet site.
2. Remove Wage Determination 94-2525 (Rev 10) dated 1 Jun 98 (Attachment D) and replace with Revised Wage Determination 94-2525 (Rev 11) dated 17 Nov 98.
3. Remove Bid Schedules (pages 4 thru 10) and replace with revised Bid Schedule (pages 4 thru 10) dated 14 Dec 98, due to a change on Basic Bid Schedule and on CLINs 0004, 1004, 2004, 3004, 4004, 5004, 6004 to read \$28.00 per ton for an estimated total of \$75,600.00 EST.
4. Remove Pages 2, 14, 15, 18, 19, 22 and 23 and Replace with revised pages 2, 14, 15, 18, 19, 22 and 23 dated 14 Dec 98. Changes are identified by a line on the left side of the page.
5. Remove Page 24 of Statement of Need and Replace with revised Page 25 of Statement of Need dated 14 Dec 98, changing paragraph 4.
6. Remove Page 26 of Statement of Need and Replace with revised Page 24 of Statement of Need dated 14 Dec 98, changing paragraph 20.
7. Remove Page 27 of Statement of Need and Replace with revised Page 26 of Statement of Need dated 14 Dec 98 , changing paragraph 21.
8. Remove Page 28 of Statement of Need and Replace with revised Page 28 of Statement of Need dated 14 Dec 98, adding Phase In and Phase out paragraphs.
9. Remove Pages 33 through 38 and replace with revised pages 33 through 38 dated 14 Dec 98, making some changes to the evaluation.
10. If you did not attend the Pre-proposal and are interested in this solicitation I have a sample copy of the schedules (you will need to formulate a schedule for your proposal, **this is only a sample and is not incorporated into the Solicitation. For informational purposes only**) and the current bid schedule for the incumbent contractor (Inland Services, out of Lawton Oklahoma). Please contact Sharon Roberson at 940-676-7205 or on the Internet at [Sharon.Roberson@sheppard.af.mil](mailto:Sharon.Roberson@sheppard.af.mil) and I will get you a copy.
11. See attached questions and answers prior to and after pre-proposal/site visit.
  - a. Question: It was noted that line item 0002 in the Bid Schedule – Basic Period is for 12 months instead of 6 months. Is this correct?

Answer: See Amendment 0001, Bid Schedule.

b. Question: The solicitation requires the contractor to furnish new collection trucks. Does this paragraph also apply to subcontractors who might be utilized to provide limited services?

Answer: See Amendment 0001, Page 24, paragraph 4.

c. Question: As you are aware, it is sometimes necessary to rotate trucks out of service for maintenance, repair, etc. Is it required that the contractor provide back up trucks?

Answer: See Amendment 0001, Page 24, paragraph 4.

d. Question: Is a new roll off truck required? This truck would be used on limited basis?

Answer: See Amendment 0001, Page 24, paragraph 4.

e. Question: Is there a conflict in the requirement noted in paragraph 20, "the 4 roll off containers must be pulled once per week" verses "container collection at DRMO shall be twice per month? How many roll off containers are located at DRMO?

Answer: See Amendment 0001, Page 26, paragraph 20.

f. Question: Are MFH occupants supplied containers? If they are, who will supply these containers?

Answer: The MFH residents are responsible for furnishing their own containers.

g. Question: Will the government pay the exact cost of the landfill as charged to the contractor, or will the government pay the figure which the contractor inserts in the line item in the pricing schedule in section B? If the government intends to pay the exact cost of the landfill, what will prevent the contractor from inserting a low figure in section B in an effort to win the bid?

Answer: See Amendment 0001, Page 25, paragraph 11.

h. Question: Can we use the Bell Group landfill as one of the approved landfill sites.

Answer: See Amendment 0001, Page 25, paragraph 11.

i. Question: We are in the 8(a) Program in the primary SIC code of 8711. Can we still bid on this project? Do we need SIC code 4953 as one of the secondary SIC codes?

Answer: See amendment 0001, page 35 paragraph E.

j. Question: What G&A is admissible for this project?

Answer: The contractor may propose whatever G&A he/she believes is fair and reasonable to all parties concerned.

k. Question: We are currently performing a project for disposal of oil pads/floor dry. We have not performed a refuse collection project. However, we intend to use a subcontractor firm which is in the business of refuse collection/disposal. Do we lose points for evaluating this type of arrangement?

Answer: No, you do not lose any points for not having experience in the refuse field. However, I spoke with Jenny Montgomery an SBA consultant in Fort Worth Texas and she said the 8(a) contractor is only allowed to subcontract out 50% of labor (excluding material cost). FAR reference 52.219-14 Limitations on Subcontracting.

l. Question: Please provide a schedule, if available.

Answer: We have provided a sample schedule in Amendment 0001. Remember, this is for informational purposes and is not made a part of the solicitation or contract.

m. Question: Can we provide alternate pricing for disposal at both landfills? Assuming the Bell landfill would be considered?

Answer: See Amendment 0001, Page 25, paragraph 11.

n. Question: Would we be allowed to transfer waste from the Burk Road facility to the landfill? There is a scale at this location?

Answer: The solicitation requires disposal at a Landfill, not a Transfer Station.

o. Question: When the students are out running, will this interfere with trash pickup?

Answer: No. We will see that the contractor gets a new schedule of the times and dates of the troops will be running.

p. Question: Do the containers have to have metal lids? Can the lids be slanted?

Answer: Yes, the containers have to have a steel lid, in part due to the winds that come to this area (Tornado Alley). Solicitation specified that must be a flat top steel lid.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 12/21/98	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
SUED BY CODE 82D CONTRACTING SQUADRON 136 K AVENUE STE 1 SHEPPARD AFB TX 76311-2746 SHARON ROBERSON (940) 676-7205		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X) 9A. AMENDMENT OF SOLICITATION NO. F41612-99-R0005 9B. DATED (SEE ITEM 11) 11/25/98 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE		

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.  
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- ☒ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

POC: ROBERSON, SHARON B.  
PHONE: 940-676-7205

See page 2 of 4 Pages

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF SIGNER (Type or print)	
CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

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STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

The purpose of this Amendment is to extend the contract to 5 Jan 1999, add a DFARS clause, change the bid schedule, and make some changes to Amendment 0001 Page 2 of 4 pages.

1. The Receipt for Proposals on F41612-99-R0005 (Refuse Collection and Disposal) has been extended until 4:30 p.m. on 5 January 1999.
2. Remove Bid Schedules (pages 4 thru 10) dated 14 Dec 98 and replace with revised Bid Schedule (pages 4 thru 10) dated 21 Dec 98, due to a change on Basic Bid Schedule and CLINs 0004, 1004, 2004, 3004, 4004, 5004, 6004 to read \$28.00 per ton for an estimated total of \$75,600.00 EST on 0004 and \$148,400.00 on the out years.
3. Remove Pages 2 of 4 pages from Amendment 0001 and replace with attached page 2 of 4 pages dated 21 Dec 98. Changes are identified by a line on the left side of the page.
4. In Amendment 0001 question h: Can we use the Bell Group landfill as one of the approved landfill sites. Answer: See amendment 0001, page 25, paragraph 11. However, there were no changes to page 25 and this was not incorporated into the amendment.
5. Remove Page 15 and replace with revised pages 15 and 15a dated 21 Dec 98, incorporating two DFAR clauses.
6. If you did not attend the Pre-proposal conference and are interested in this solicitation, a sample copy of the schedule is available (you will need to formulate a schedule for your proposal, **this is only a sample and is not incorporated into the Solicitation. For informational purposes only**) and the current bid schedule for the incumbent contractor (Inland Services, out of Lawton Oklahoma). Please contact Sharon Roberson at 940-676-7205 or on the Internet at [Sharon.Roberson@sheppard.af.mil](mailto:Sharon.Roberson@sheppard.af.mil) and you will be provided a copy.

Dated 21 Dec 98

The purpose of this Amendment is to incorporate Wage Determination 94-2525 (Rev 11), correct bid schedule, replace some pages with revised pages and to answer questions received during the pre-proposal/site visit.

1. Drawings are not located on the internet site.
2. Remove Wage Determination 94-2525 (Rev 10) dated 1 Jun 98 (Attachment D) and replace with Revised Wage Determination 94-2525 (Rev 11) dated 17 Nov 98.
3. Remove Bid Schedules (pages 4 thru 10) and replace with revised Bid Schedule (pages 4 thru 10) dated 14 Dec 98, due to a change on Basic Bid Schedule and on CLINs 0004, 1004, 2004, 3004, 4004, 5004, 6004 to read \$28.00 per ton for an estimated total of \$75,600.00 EST.
4. Remove Pages 2, 14, 15, 18, 19, 22 and 23 and Replace with revised pages 2, 14, 15, 18, 19, 22 and 23 dated 14 Dec 98. Changes are identified by a line on the left side of the page.
5. Remove Page 24 of Statement of Need and Replace with revised Page 24 of Statement of Need dated 14 Dec 98, changing paragraph 4.
6. Remove Page 26 of Statement of Need and Replace with revised Page 26 of Statement of Need dated 14 Dec 98, changing paragraph 20.
7. Remove Page 27 of Statement of Need and Replace with revised Page 27 of Statement of Need dated 14 Dec 98, changing paragraph 21.
8. Remove Page 28 of Statement of Need and Replace with revised Page 28 of Statement of Need dated 14 Dec 98, adding Phase In and Phase out paragraphs.
9. Remove Pages 33 through 38 and replace with revised pages 33 through 38 dated 14 Dec 98, making some changes to the evaluation.
10. If you did not attend the Pre-proposal and are interested in this solicitation I have a sample copy of the schedules (you will need to formulate a schedule for your proposal, **this is only a sample and is not incorporated into the Solicitation. For informational purposes only**) and the current bid schedule for the incumbent contractor (Inland Services, out of Lawton Oklahoma). Please contact Sharon Roberson at 940-676-7205 or on the Internet at [Sharon.Roberson@sheppard.af.mil](mailto:Sharon.Roberson@sheppard.af.mil) and I will get you a copy.
11. See attached questions and answers prior to and after pre-proposal/site visit.
  - a. Question: It was noted that line item 0002 in the Bid Schedule – Basic Period is for 12 months instead of 6 months. Is this correct?

Dated 21 Dec 98

Answer: See Amendment 0001, Bid Schedule.

b. Question: The solicitation requires the contractor to furnish new collection trucks. Does this paragraph also apply to subcontractors who might be utilized to provide limited services?

Answer: See Amendment 0001, Page 24, paragraph 4.

c. Question: As you are aware, it is sometimes necessary to rotate trucks out of service for maintenance, repair, etc. Is it required that the contractor provide back up trucks?

Answer: See Amendment 0001, Page 24, paragraph 4.

d. Question: Is a new roll off truck required? This truck would be used on limited basis?

Answer: See Amendment 0001, Page 24, paragraph 4.

e. Question: Is there a conflict in the requirement noted in paragraph 20, "the 4 roll off containers must be pulled once per week" verses "container collection at DRMO shall be twice per month? How many roll off containers are located at DRMO?

Answer: See Amendment 0001, Page 26, paragraph 20.

f. Question: Are MFH occupants supplied containers? If they are, who will supply these containers?

Answer: The MFH residents are responsible for furnishing their own containers.

g. Question: Will the government pay the exact cost of the landfill as charged to the contractor, or will the government pay the figure which the contractor inserts in the line item in the pricing schedule in section B? If the government intends to pay the exact cost of the landfill, what will prevent the contractor from inserting a low figure in section B in an effort to win the bid?

Answer: See Amendment 0001, Page 25, paragraph 11.

h. Question: Can we use the Bell Group landfill as one of the approved landfill sites.

Answer: See Amendment 0001, Page 25, paragraph 11.

i. Question: We are in the 8(a) Program in the primary SIC code of 8711. Can we still bid on this project? Do we need SIC code 4953 as one of the secondary SIC codes?

Answer: See amendment 0001, page 35 paragraph E.



j. Question: What G&A is admissible for this project?

Answer: The contractor may propose whatever G&A he/she believes is fair and reasonable to all parties concerned.

k. Question: We are currently performing a project for disposal of oil pads/floor dry. We have not performed a refuse collection project. However, we intend to use a subcontractor firm which is in the business of refuse collection/disposal. Do we lose points for evaluating this type of arrangement?

Answer: No, you do not lose any points for not having experience in the refuse field. However, I spoke with Jenny Montgomery an SBA consultant in Fort Worth Texas and she said the 8(a) contractor is only allowed to subcontract out 50% of labor (excluding material cost). FAR reference 52.219-14 Limitations on Subcontracting.

l. Question: Please provide a schedule, if available.

Answer: We have provided a sample schedule in Amendment 0001. Remember, this is for informational purposes and is not made a part of the solicitation or contract.

m. Question: Can we provide alternate pricing for disposal at both landfills? Assuming the Bell landfill would be considered?

Answer: See Amendment 0001, Page 25, paragraph 11.

n. Question: Would we be allowed to transfer waste from the Burk Road facility to the landfill? There is a scale at this location?

Answer: The solicitation requires disposal at a Landfill, not a Transfer Station.

o. Question: When the students are out running, will this interfere with trash pickup?

Answer: No. We will see that the contractor gets a new schedule of the times and dates of the troops will be running.

p. Question: Do the containers have to have metal lids? Can the lids be slanted?

Answer: Yes, the containers have to have a steel lid, in part due to the winds that come to this area (Tornado Alley). Solicitation specified that must be a flat top steel lid.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 01/22/99	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
ISSUED BY CODE 82D CONTRACTING SQUADRON 136 K AVENUE STE 1 SHEPPARD AFB TX 76311-2746 SHARON ROBERSON (940) 676-7205		7. ADMINISTERED BY (If other than Item 6) CODE		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
	X	F41612-99-R0005
		9B. DATED (SEE ITEM 11) 11/25/98
		10A. MODIFICATION OF CONTRACT/ORDER NO.
CODE	FACILITY CODE	10B. DATED (SEE ITEM 13)

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### 12. Accounting and Appropriation Data (If required)

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(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

### 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

POC: ROBERSON, SHARON B.  
PHONE: 940-676-7205

See Page 2 of 2 Pages

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF SIGNER (Type or print)	
CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

Created using PerForm Pro software.

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

The purpose of this Amendment is to incorporate two changes to page 24 of the Statement of Need (SON).

1. Remove Page 24 of Statement of Need (dated 14 Dec 98) and replace with revised Page 24 of Statement of Need dated 22 Jan 99, changing paragraph 2 to read 6 & 8 cubic yard containers shall be new or like new and changing paragraph 4 to read primary refuse collection vehicles shall be new.

### STATEMENT OF NEED

1. The contractor shall provide a technical proposal on providing refuse collection and disposal services as outlined in this Statement of Need and the Technical Proposal Criteria. The contractor shall perform services at the frequency requirements set forth in this Statement of Need. The contractor shall provide all personnel, equipment, tools, supplies, materials and other items necessary to perform all tasks in the best and most workmanlike manner to meet the completeness and quality, by qualified, careful, and efficient personnel skilled in the trade, and in compliance with this statement of need and industry standards.
2. **6 and 8 Cubic Yard Containers.** Containers shall be Standard Industry minimum thickness 12 gauge smooth, hot rolled steel with 10-gauge bottoms. Containers shall be steel with front load emptying capacity with steel lids. Containers shall be dark brown with appropriate warning signs. Containers shall be new or like new. Containers at one location shall be the same manufacturer and model. Containers shall be freshly painted and free from paint runs, dents, tears, scratches and rust.
3. **20 and 30 Cubic Yard Containers.** Containers shall be Standard Industry minimum thickness 3/16 inch, high tensile plate steel. Containers shall be dark brown with appropriate warning signs. Containers shall be new or in like new condition.
4. **Vehicles.** Vehicles shall be in operable condition and meet the local, state and Federal safety requirements. Vehicles shall present a neat appearance, free from dirt, disorder and present a conservative appearance. The contractor's name shall be affixed on both sides of the vehicles. The primary refuse collection vehicles (the trucks used for collection of base 6/8 cubic yard containers and curb side collection in military family housing) shall be new. Other vehicles used in the performance of this contract shall be in like new condition with regards to mechanical performance. All vehicles shall be maintained in good operating condition and in a neat appearance throughout the contract period.
5. Six and eight cubic yard container collection frequencies shall be in accordance with specified requirements. Twice a week means Monday and Thursday or Tuesday and Friday. Three times a week means Monday, Wednesday and Friday or Tuesday, Thursday and Saturday. Four times a week means Monday, Wednesday, Friday and Saturday. Five times a week means Monday through Friday or Tuesday through Saturday. Six times a week means Monday through Saturday. Collections not performed on holidays shall be accomplished on the following work day.
6. The contractor shall be required to collect refuse at missed collection points at no additional cost to the Government. The Quality Assurance Evaluator shall notify the contractor of such missed collections, and the contractor shall perform services within two hours of notification. The contractor shall notify the Quality Assurance Evaluator of any conditions that prevent the collection performance schedule, such as blocked containers, vehicle breakdowns. The contractor shall be required to complete his schedule if notification of conditions are not immediately reported. The Government will have 30 minutes to clear any blocked container to allow collection by the contractor. If the Government is unable to clear the blocked container within the time frame from the time of notification, no penalty will be assessed against the contractor.
7. **Military Family Housing** curb side collection shall be twice weekly (Tuesdays and Fridays or Mondays and Thursdays) and during the hours of 0800 and 1700 hours. Collection routes and schedules shall be consistent each week. There is no requirement for a separate bulk collection schedule. Occupants are required to place bulk items with Thursdays/Fridays refuse. Recycling including composting is collected by Government personnel. The refuse contractor will not be included in this process.

Dated 22 Jan 99

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 02/10/99	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
ISSUED BY CODE 82D CONTRACTING SQUADRON 136 K AVENUE STE 1 SHEPPARD AFB TX 76311-2746 SHARON ROBERSON (940) 676-7205		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/> F41612-99-R0005 9B. DATED (SEE ITEM 11) 11/25/98 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13)	
CODE			FACILITY CODE	

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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 Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

POC: ROBERSON, SHARON B.  
 PHONE: 940-676-7205

See Page 2 of 2 Pages

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF SIGNER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

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STANDARD FORM 30 (REV. 10-83)  
 Prescribed by GSA  
 FAR (48 CFR) 53.243

The purpose of this Amendment is to inform the contractor's that this solicitation is scheduled to be awarded 1 March 1999.

1. The Government intends to adhere to the solicitation start date of 1 April 1999.
2. In consideration for giving only a one month lead time between contract award and contract start date, the Government will allow the contractor to use any means necessary to accomplish the job as stated in the contract for a one month period. Effective 1 May 1999 the contractor should have the new refuse trucks in place along with all other equipment and supplies needed for this contract.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. 0005	3. EFFECTIVE DATE 02/12/99	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
SUED BY 82D CONTRACTING SQUADRON 136 K AVENUE STE 1 SHEPPARD AFB TX 76311-2746 SHARON ROBERSON (940) 676-7205	CODE	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(X) 9A. AMENDMENT OF SOLICITATION NO. F41612-99-R0005	9B. DATED (SEE ITEM 11) 11/25/98
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
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CODE	FACILITY CODE			

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POC: ROBERSON, SHARON B.  
PHONE: 940-676-7205

See Page 2 of 2 Pages

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15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF SIGNER (Type or print)		
CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-9070  
PREVIOUS EDITION UNUSABLE

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STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

The purpose of this Amendment is to Replace page 4 of the Bid Schedule, due to the Phase-In plan.

1. Page 4 of the Bid Schedule is revised to allow for a 11day Phase-In plan (1 through 11 Apr 99) identified in CLIN 0005.
2. The remaining 19 days (12 through 30 Apr 99) becoming the contract start date are identified in sub CLIN 0001AA.



## STATEMENT OF NEED

1. The contractor shall provide a technical proposal on providing refuse collection and disposal services as outlined in this Statement of Need and the Technical Proposal Criteria. The contractor shall perform services at the frequency requirements set forth in this Statement of Need. The contractor shall provide all personnel, equipment, tools, supplies, materials and other items necessary to perform all tasks in the best and most workmanlike manner to meet the completeness and quality, by qualified, careful, and efficient personnel skilled in the trade, and in compliance with this statement of need and industry standards.
2. **6 and 8 Cubic Yard Containers.** Containers shall be Standard Industry minimum thickness 12 gauge smooth, hot rolled steel with 10-gauge bottoms. Containers shall be steel with front load emptying capacity with steel lids. Containers shall be dark brown with appropriate warning signs. Containers shall be new or like new. Containers at one location shall be the same manufacturer and model. Containers shall be freshly painted and free from paint runs, dents, tears, scratches and rust.
3. **20 and 30 Cubic Yard Containers.** Containers shall be Standard Industry minimum thickness 3/16 inch, high tensile plate steel. Containers shall be dark brown with appropriate warning signs. Containers shall be new or in like new condition.
4. **Vehicles.** Vehicles shall be in operable condition and meet the local, state and Federal safety requirements. Vehicles shall present a neat appearance, free from dirt, disorder and present a conservative appearance. The contractor's name shall be affixed on both sides of the vehicles. The primary refuse collection vehicles (the trucks used for collection of base 6/8 cubic yard containers and curb side collection in military family housing) shall be new. Other vehicles used in the performance of this contract shall be in like new condition with regards to mechanical performance. All vehicles shall be maintained in good operating condition and in a neat appearance throughout the contract period.
5. Six and eight cubic yard container collection frequencies shall be in accordance with specified requirements. Twice a week means Monday and Thursday or Tuesday and Friday. Three times a week means Monday, Wednesday and Friday or Tuesday, Thursday and Saturday. Four times a week means Monday, Wednesday, Friday and Saturday. Five times a week means Monday through Friday or Tuesday through Saturday. Six times a week means Monday through Saturday. Collections not performed on holidays shall be accomplished on the following work day.
6. The contractor shall be required to collect refuse at missed collection points at no additional cost to the Government. The Quality Assurance Evaluator shall notify the contractor of such missed collections, and the contractor shall perform services within two hours of notification. The contractor shall notify the Quality Assurance Evaluator of any conditions that prevent the collection performance schedule, such as blocked containers, vehicle breakdowns. The contractor shall be required to complete his schedule if notification of conditions are not immediately reported. The Government will have 30 minutes to clear any blocked container to allow collection by the contractor. If the Government is unable to clear the blocked container within the time frame from the time of notification, no penalty will be assessed against the contractor.

7. **Military Family Housing** curb side collection shall be twice weekly (Tuesdays and Fridays or Mondays and Thursdays) and during the hours of 0800 and 1700 hours. Collection routes and schedules shall be consistent each week. There is no requirement for a separate bulk collection schedule. Occupants are required to place bulk items with Thursdays/Fridays refuse. Recycling including composting is collected by Government personnel. The refuse contractor will not be included in this process.

Military Family Housing consists of three separate locations:

Capehart Housing	500 units
Bunker Hill Housing	200 units
Wherry Housing	587 units

8. The contractor shall submit a schedule of collections by locations and day in the order of collection. All schedule frequencies shall be submitted to the contracting officer for approval prior to contract start date.

9. The contractor shall provide 94 six cubic yard containers; 61 eight cubic yard containers; two 20 cubic yard roll off containers; and, two 30 cubic yard roll off containers. Locations will be identified to the contractor at the preperformance conference. Containers may be relocated during the duration of this contract with no change in collection frequency at no cost to the Government. Container relocations will be confined to Sheppard Air Force Base.

10. The contractor shall thoroughly wash containers twice yearly at six month intervals. Containers at eating/dining facilities shall be thoroughly washed monthly, or more often if required for health and sanitation purposes (this has occurred for 8 or less containers for a 12 month period). A schedule shall be submitted to the contracting officer for approval prior to contract start date for monthly and semi-annual washings. Schedule shall include days, locations and order of washings. No washing will be accomplished on Sheppard AFB. There are approximately 22 eight cubic yard containers and 25 six cubic yard containers requiring monthly washings. Exact locations of containers will be identified at the preperformance meeting.

11. The contractor shall comply with all Federal, state and local environmental laws, rules and regulations for transporting, disposing, cleaning of vehicles and containers, and record keeping of refuse. The contractor shall collect, transport, dispose and maintain records of such in accordance with all Code of Federal Regulations, Texas Natural Resource Conservation Commission (TNRCC), Texas Administrative Code (TAC) requirements, and local requirements. The records shall be available to review by the Government within a day's notice. Disposal shall be at The Wichita Falls Landfill. Current Disposal Fees at the Type 1 Wichita Falls Landfill are: Landfill - \$28.00 per ton; Composting Pile - \$18.00 per ton.

12. The contractor shall submit to the Quality Assurance Evaluator on a monthly basis the total tonnage of refuse collected and disposed during the preceding month from Sheppard AFB by Military Family Housing, six and eight cubic yard containers, and the roll off containers. Extra collection tonnage for the roll off containers shall be submitted separately. The contractor shall submit the information requested not later than the fifth working day following the reporting month. Data shall contain the total tonnage collected and disposed of daily by each category (6/8 CY containers; 20/30 CY containers and MFH). This data is for information purposes only and shall be accurate. Data shall be submitted to 82 CES/CEOE QAE prior to invoicing.

ATTACHMENT A

13. All containers on the Base shall be emptied during the hours of 0700 and 1700. Some containers will be located inside fenced areas and accessible only during normal duty hours. These shall be identified to the contractor at the preperformance conference and shall be emptied during the facility's normal duty hours (see paragraph 24). The contractor shall collect and dispose of all refuse at each container site, including refuse near or on the container. All incidents of excess refuse shall be reported to the Quality Assurance Evaluator immediately. The contractor shall pick up all spillage around bulk containers.

14. The contractor shall empty and return non-disposable containers to their proper station in an upright position and insure lids are closed and securely in place. The contractor shall position all bulk containers at collection stations to best aid the user in disposing of refuse with the least interference with vehicle and pedestrian traffic. Containers shall be emptied and returned to their location with lids secure.

15. All containers shall be maintained in like new appearance. This may require repainting on an annual or more frequent basis. Repairs to containers shall be accomplished as required to assure a well maintained container with lids that properly function. Repairs will not be accomplished on Sheppard AFB.

16. Occasions will arise that require services other than described above, such as extra collection and disposal of containers, both 6/8 CY containers and 20/30 CY containers. This service shall be paid for at the unit price in the Bid Schedule at no additional charge to the government.

17. There are special events that require relocation of 6/8 cubic yard containers. The relocation will be at no additional charge to the Government, however, the contractor shall be paid at the unit price in the Bid Schedule for extra collection for each container.

18. Throughout the contract, the relocation of 20/30 cubic yard containers may be required. The relocation will be at no additional charge to the Government, however, the contractor shall be paid at the unit price in the Bid Schedule for extra collection for each container.

19. The contractor shall provide a Quality Control/Management Plan and an Environmental Spill Plan not later than the Preperformance Conference for approval. The Contract Manager and Assistant shall be identified. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operations of this contract. The contractor manager or alternate shall contact the Government personnel within 30 minutes during normal duty hours. The Government shall be provided with communication availability which will allow this response time. The contractor shall provide the Contracting Officer with a listing of all contractor employees. The Quality Control Management Plan shall contain specific plans and procedures for establishing and maintaining a quality control/inspection program to ensure the Government receives the services requested. The plan shall identify proposed communication for vehicles and availability to Government personnel. These requirements shall be resubmitted when changes occur.

20. **20/30 CY Containers.** Two 20 cubic yard containers and two 30 cubic yard containers are required. Roll Off Container collection frequency shall be once per week with the exception of the container at the DRMO facility (building 2135). This container shall be collected twice monthly with a two week interval (first and third or second and fourth week).

ATTACHMENT A

21. **Frequency of Collection:** The 6 and 8 cubic yard containers shall have the following collection schedule. 1/Week means there are two 6-cubic yard containers requiring once a week collection; and two 8-cubic yard containers requiring once a week collection. 2/week indicates there are twenty-four 6-cubic yard containers requiring twice weekly collection and six 8-cubic yard containers requiring twice weekly collection; and so forth.

	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
6 CY	2	24	13	21	11	23
8 CY	1	6	12	18	5	19

22. The attached spreadsheet lists tonnage reported by previous contractors by month. The Government cannot verify this data. Data is for information purposes only.

23. The contractor will be allowed a phase in and phase out period. This will consist of a ten day period beginning 10 days prior to contract start date. A temporary mobilization site will be provided on Sheppard AFB for this phase in and phase out period. Exact location will be determined at a later date.

24. Special Requirements: Buildings 2080, 991, 2125, 2124, and 1403 have containers within their yard and are locked during non duty hours. Building 2204 and the Readiness Training area are within locked areas and require coordination for collection (collection will be as required).

25. Compliance with Laws and Regulations. The contractor shall be knowledgeable of and comply with all applicable Federal, State and local laws, regulations, and requirements regarding environmental protection. In the event environmental laws/regulations/requirements change during the term of this contract, the contractor shall comply with such laws/regulations as changed. The contractor shall ensure that all subcontractors comply the same laws and regulations.

26. The contractor shall notify the contracting officer upon encountering any material, not identified in the contract documents, thought to be hazardous to workers, personnel in the area, or the environment. The government shall be responsible for characterization, storage, transportation and disposal of the waste, if necessary.

27. **Nuisance and Polluting Activity Prohibited.** Polluting, dumping or discharging of any harmful, nuisance, or regulated materials (such as vehicle maintenance fluids, residue from saw cutting operations, solid waste and hazardous substances) into building drains, site drains, streams, waterways, holding ponds or to the ground surface shall not be permitted and the contractor shall be held responsible for any and all damages which may result. Further, the contractor shall conduct its activities in such a fashion which avoids creating any legal nuisance, including but not limited to, suppression of noise and dust, control of erosion, and implementation of other measures as necessary to minimize off-site impacts of work activities.

28. **Protection of Land Resources.** The contractor shall take all necessary precautions to prevent damage to existing pavement, adjacent curbs, sidewalks, fences (including the dumpster enclosures), and vegetated areas including trees and shrubs. All damaged areas shall be repaired at no additional cost to the government as directed by the contracting officer.

ATTACHMENT A

29. **Accidental Spills.** The contractor shall transport, handle, mix, apply and dispose of pesticides in accordance with all applicable Federal, State, county and local laws and regulations and the Resource Conservation and Recovery Act (RCRA). The contractor shall not drain petroleum products onto the ground. The contractor shall notify the contracting officer of any spills more than 1/2 pint of pesticide concentrate or petroleum products or any substance listed in 40 CFR 302. The contractor shall, at his own expense, remove contaminated soil, properly dispose of soil and replace it with uncontaminated topsoil and restore the grounds to their original condition. The contractor shall not dispose of contaminated soil or other hazardous material on Sheppard Air Force Base.

30. **Environmental Spill Plan.** The contractor shall prepare and submit to the contracting officer for approval, a plan in the event of an accidental spill, which is due at the preperformance conference.

31. **Lost and Found Property.** The contractor shall ensure that all items of possible personal or monetary value found by the contractor's employees are turned in to the Security Forces.

32. **Safety and Health.** All equipment, practices, parts, materials and services supplied by the contractor shall conform to applicable safety and health standards as indicated in the current Code of Federal Regulations (CFR), Title 29, Chapter XVII, paragraph 1910, Occupational Safety and Health Act (OSHA). Compliance with the American General Contractors' Safety Manual and Occupational Safety and Health Act shall also be a requirement of the contractor for this statement of need.

33. **Fire and Safety.** The contractor shall comply with Sheppard AFB Instruction 32-2001, paragraphs 5, 16, and 17 in their entirety.

34. The contractor shall report all perceived safety hazards to the contracting officer immediately upon discovery.

35. The contractor shall report all damage to Government property to the Contracting Officer immediately.

36. **Government Observations.** Government personnel other than the contracting officer and quality assurance evaluators may from time to time observe contractor operations. Upon direction by the contracting officer, the contractor shall provide assistance and information for these observations.

37. **Regulatory Agency Inspections.** Copies of all inspections conducted by any regulatory agency shall be provided to the contracting officer within five working days. Copies of any and all violations/deficiencies issued by a regulatory agency shall be furnished to the Contracting Officer within 48 hours.

38. **Storage.** There will be no storage space on Sheppard AFB available to the contractor after the phasing in process.

39. Maps and drawings are provided for informational purposes only, they will not be made a part of this contract.

ATTACHMENT A

TONNAGE OF REFUSE BY MONTH AND FISCAL YEAR

FY	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTALS	MO AVG
89 BASE	308.57	274.42	262.8	294.25	262.76	309.36	292.94	322.12	346.85	307.3	339.24	308.57	3629.18	302.4316667
89 MFH	157.06	150.18	149.88	119.83	96.54	131.95	153.88	190.77	202.04	169.84	209.38	157.06	1888.41	157.3675
90 BASE	347.34	300.55	276.91	312.87	358.87	363.37	341.36	333.86	332.85	325.81	353.63	309.08	3957.5	329.7916667
90 MFH	140.83	130.44	113.27	127.33	114.55	132.43	166.68	169.22	172.72	187.7	194.17	163.27	1812.61	151.0508333
91 BASE	329.76	292.59	280.17	274.96	262.01	288.4	308.84	320.26	287.67	303.41	308.81	298.78	3535.66	294.6383333
91 MFH	152.01	161.37	125.11	127.78	111.89	140.86	151.65	117.84	118.15	139.2	124.1	139.08	1609.04	134.0866667
92 BASE	330.08	265.25	297.48	316.63	261.52	323.59	299.81	304.73	373.27	351.01	286.09	284.2	3693.46	307.7883333
92 MFH	139.52	106.88	128.48	116.2	131.15	136.01	96.33	142.89	151.87	136.62	118.43	132.71	1537.09	128.0908333
93 BASE	276.24	228.89	213.07	262.5	243.2	293.1	280.91	283.38	315.41	358.28	313.98	302.53	3371.5	280.9583333
93 MFH	123.84	101.65	133.53	133.05	160.11	189.4	163.67	123.5	149.65	129.04	139.57	106.16	1653.17	137.7641667
94 BASE	291.58	336.19	293.52	296.84	361.81	350.89	340.63	372.49	347.7	366.01	367.15	326.89	4054.7	337.8916667
94 MFH	114.69	157.17	109.11	84.52	98.56	134.13	123.54	135.47	114.5	125.26	127.06	112.37	1436.38	119.6883333
95 BASE	333.56	390.38	401.46	321.76	302.51	362.74	336.11	411.9	374.34	331.63	366.54	359.59	4292.52	357.71
95 MFH	74.75	138.31	118.6	106.83	87.15	106.96	100.41	121.59	117.84	99.04	118.27	104.56	1294.31	107.8591667
95 Comp	1.94			0.04	3.89	1.47	2.16	8.08	6.97	6.78	7.14	3.42	41.89	4.189
96 BASE	321.83	332.56	307.31	327.16	323.6	342.9	354.07	400.84	351.92	361.38	382.32	382.63	4188.62	349.0516667
96 MFH	89.48	115.89	104.44	112.15	90.8	98	117.19	112.3	110.39	110.19	111.38	82.06	1254.27	104.5225
96 Comp	7.91	4.58	1.09	3.01	5.94	4.35	5.21	6.71	4.08	3.23	8.6	4.45	59.16	4.93
97 Base	414.44	316.79	290.82	306.62	315.84	294.93	364.83	343.84	348.49	328.75	336.42	310.62	3972.39	331.0325
97 MFH	109.73	109.7	103.48	88.79	89.77	94.97	116.09	111.82	81.37	119.85	114.45	89.075	1229.08	102.4229167
97 Comp	1.09	1.03	1.4	0	0	0	0	0	0	0	0	0	3.52	0.32
98 Base	330.07	288.3	283.48	278.99	303.06	305.54	311.67	307.78	338.65	290.73	354.09	524.61	3917.17	308.4145455
98 MFH	116.29	102.25	102.64	80.22	70.71	107.6	109.19	121.72	110.9	143.03	77.6	110.29	1252.44	103.8321818
98 Comp														

Comp - The tonnage reported on AF Form 1452 going to the WF City composting area.

WAGE DETERMINATION NO: 94-2525 REV (11) AREA: TX, WICHITA FALLS

WAGE DETERMINATION NO: 94-2525 REV (11) AREA: TX, WICHITA FALLS

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH  
DOL\*\*\*

REGISTER OF WAGE DETERMINATION UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
| Washington, D.C. 20210  
|

Wage Determination No. 94-2525 Revision No. 11  
Division of Wage Determinations | Date of Last Revision: 11/17/1998

| State): Oklahoma, Texas

| Areas: Oklahoma COUNTIES OF Comanche, Cotton, Greer, Harmon,  
Jackson, Jefferson, Kiowa, Stephens, Tillman  
| Texas COUNTIES OF Archer, Baylor, Clay, Wichita, Wilbarger  
|

\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination Follow The Occupational Listing \*\*

OCCUPATION CODE AND TITLE MINIMUM HOURLY WAGE

Administrative Support and Clerical Occupations:

01011 Accounting Clerk I	\$ 7.43
01012 Accounting Clerk II	\$ 8.38
01013 Accounting Clerk III	\$ 9.41
01014 Accounting Clerk IV	\$ 10.53
01030 Court Reporter	\$ 11.24
01050 Dispatcher, Motor Vehicle	\$ 8.99
01060 Document Preparation Clerk	\$ 7.73
01070 Messenger (Courier)	\$ 6.34
01090 Duplicating Machine Operator	\$ 7.73
01110 Film/Tape Librarian	\$ 9.98
01115 General Clerk I	\$ 6.34
01116 General Clerk II	\$ 7.12
01117 General Clerk III	\$ 7.73
01118 General Clerk IV	\$ 8.68
01120 Housing Referral Assistant	\$ 12.57
01131 Key Entry Operator I	\$ 6.32
01132 Key Entry Operator II	\$ 7.55
01191 Order Clerk I	\$ 8.95
01192 Order Clerk II	\$ 9.77
01261 Personnel Assistant (Employment) I	\$ 8.89
01262 Personnel Assistant (Employment) II	\$ 9.98
01263 Personnel Assistant (Employment) III	\$ 11.24
01264 Personnel Assistant (Employment) IV	\$ 12.57
01270 Production Control Clerk	\$ 12.57
01290 Rental Clerk	\$ 9.98
01300 Scheduler, Maintenance	\$ 9.68
01311 Secretary I	\$ 9.98
01312 Secretary II	\$ 11.24

01313 Secretary III	\$ 13.78
01314 Secretary IV	\$ 14.01
01315 Secretary V	\$ 14.82
01320 Service Order Dispatcher	\$ 9.26
01341 Stenographer I	\$ 10.59
01342 Stenographer II	\$ 11.23
01400 Supply Technician	\$ 14.01
01420 Survey Worker (Interviewer)	\$ 11.24
01460 Switchboard Operator-Receptionist	\$ 6.80
01510 Test Examiner	\$ 11.24
01520 Test Proctor	\$ 11.24
01531 Travel Clerk I	\$ 7.15
01532 Travel Clerk II	\$ 7.61
01533 Travel Clerk III	\$ 7.99
01611 Word Processor I	\$ 7.73
01612 Word Processor II	\$ 8.68
01613 Word Processor III	\$ 9.77

Automatic Data Processing Occupations:

03010 Computer Data Librarian	\$ 9.43
03041 Computer Operator I	\$ 8.52
03042 Computer Operator II	\$ 9.53
03043 Computer Operator III	\$ 10.98
03044 Computer Operator IV	\$ 14.39
03045 Computer Operator V	\$ 15.97
03071 Computer Programmer I 1/	\$ 11.62
03072 Computer Programmer II 1/	\$ 14.11
03073 Computer Programmer III 1/	\$ 17.27
03074 Computer Programmer IV 1/	\$ 19.00
03101 Computer Systems Analyst I 1/	\$ 14.39
03102 Computer Systems Analyst II 1/	\$ 17.96
03103 Computer Systems Analyst III 1/	\$ 19.38
03160 Peripheral Equipment Operator	\$ 9.43

Automotive Service Occupations:

05005 Automobile Body Repairer, Fiberglass	\$ 16.20
05010 Automotive Glass Installer	\$ 14.54
05040 Automotive Worker	\$ 14.54
05070 Electrician, Automotive	\$ 15.35
05100 Mobile Equipment Servicer	\$ 12.90
05130 Motor Equipment Metal Mechanic	\$ 16.20
05160 Motor Equipment Metal Worker	\$ 14.54
05190 Motor Vehicle Mechanic	\$ 16.20
05220 Motor Vehicle Mechanic Helper	\$ 12.05
05250 Motor Vehicle Upholstery Worker	\$ 13.70
05280 Motor Vehicle Wrecker	\$ 14.54
05310 Painter, Automotive	\$ 15.35
05340 Radiator Repair Specialist	\$ 14.54
05370 Tire Repairer	\$ 12.90
05400 Transmission Repair Specialist	\$ 16.20



Food Preparation and Service Occupations:

07010 Baker	\$ 10.14
07041 Cook I	\$ 9.00
07042 Cook II	\$ 10.14
07070 Dishwasher	\$ 6.72
07100 Food Service Worker (Cafeteria Worker)	\$ 6.72
07130 Meat Cutter	\$ 10.14
07250 Waiter/Waitress	\$ 7.29

Furniture Maintenance and Repair Occupations:

09010 Electrostatic Spray Painter	\$ 15.35
09040 Furniture Handler	\$ 11.04
09070 Furniture Refinisher	\$ 15.35
09100 Furniture Refinisher Helper	\$ 12.05
09110 Furniture Repairer, Minor	\$ 13.70
09130 Upholsterer	\$ 15.35

General Service and Support Occupations:

11030 Cleaner, Vehicles	\$ 6.72
11060 Elevator Operator	\$ 6.72
11090 Gardener	\$ 8.04
11121 Housekeeping Aide I	\$ 6.23
11122 Housekeeping Aide II	\$ 6.87
11150 Janitor	\$ 6.72
11210 Laborer, Grounds Maintenance	\$ 7.29
11240 Maid or Houseman	\$ 6.23
11270 Pest Controller	\$ 9.56
11300 Refuse Collector	\$ 6.72
11330 Tractor Operator	\$ 8.41
11360 Window Cleaner	\$ 7.29

Health Occupations:

12020 Dental Assistant	\$ 10.09
12040 Emergency Medical Technician/Paramedic Ambulance Driver	\$ 10.09
12071 Licensed Practical Nurse I	\$ 8.03
12072 Licensed Practical Nurse II	\$ 9.02
12073 Licensed Practical Nurse III	\$ 10.09
12100 Medical Assistant	\$ 9.02
12130 Medical Laboratory Technician	\$ 9.02
12160 Medical Record Clerk	\$ 9.02
12190 Medical Record Technician	\$ 12.49
12221 Nursing Assistant I	\$ 6.55
12222 Nursing Assistant II	\$ 7.36
12223 Nursing Assistant III	\$ 8.03
12224 Nursing Assistant IV	\$ 9.02
12250 Pharmacy Technician	\$ 11.24
12280 Phlebotomist	\$ 9.02
12311 Registered Nurse I	\$ 12.49
12312 Registered Nurse II	\$ 15.28
12313 Registered Nurse II, Specialist	\$ 15.28
12314 Registered Nurse III	\$ 18.49
12315 Registered Nurse III, Anesthetist	\$ 18.49

12316 Registered Nurse IV \$ 22.16

Information and Arts Occupations:

13002 Audiovisual Librarian	\$ 14.01
13011 Exhibits Specialist I	\$ 12.97
13012 Exhibits Specialist II	\$ 14.49
13013 Exhibits Specialist III	\$ 17.72
13041 Illustrator I	\$ 12.97
13042 Illustrator II	\$ 14.49
13043 Illustrator III	\$ 17.72
13047 Librarian	\$ 14.82
13050 Library Technician	\$ 11.24
13071 Photographer I	\$ 11.77
13072 Photographer II	\$ 13.23
13073 Photographer III	\$ 14.77
13074 Photographer IV	\$ 17.72
13075 Photographer V	\$ 21.45

Laundry, Drycleaning, Pressing and Related Occups:

15010 Assembler	\$ 5.63
15030 Counter Attendant	\$ 5.63
15040 Dry Cleaner	\$ 6.96
15070 Finisher, Flatwork, Machine	\$ 5.63
15090 Presser, Hand	\$ 5.63
15100 Presser, Machine, Drycleaning	\$ 5.63
15130 Presser, Machine, Shirts	\$ 5.63
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 5.63
15190 Sewing Machine Operator	\$ 7.48
15220 Tailor	\$ 7.90
15250 Washer, Machine	\$ 5.99

Machine Tool Operation and Repair Occupations:

19010 Machine-Tool Operator (Toolroom)	\$ 15.35
19040 Tool and Die Maker	\$ 21.47

Materials Handling and Packing Occupations:

21010 Fuel Distribution System Operator	\$ 12.90
21020 Material Coordinator	\$ 11.30
21030 Material Expediter	\$ 11.30
21040 Material Handling Laborer	\$ 8.72
21050 Order Filler	\$ 9.41
21071 Forklift Operator	\$ 12.94
21080 Production Line Worker (Food Processing)	\$ 9.94
21100 Shipping/Receiving Clerk	\$ 9.32
21130 Shipping Packer	\$ 9.32
21140 Store Worker I	\$ 7.65
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 9.63
21210 Tools and Parts Attendant	\$ 11.04
21400 Warehouse Specialist	\$ 9.94

Mechanics and Maintenance and Repair Occupations:

23010 Aircraft Mechanic	\$ 16.20
23040 Aircraft Mechanic Helper	\$ 12.05
23050 Aircraft Quality Control Inspector	\$ 18.16
23060 Aircraft Servicer	\$ 13.70
23070 Aircraft Worker	\$ 14.54
23100 Appliance Mechanic	\$ 15.35
23120 Bicycle Repairer	\$ 12.90
23125 Cable Splicer	\$ 16.20
23130 Carpenter, Maintenance	\$ 15.35
23140 Carper Layer	\$ 14.54
23160 Electrician, Maintenance	\$ 18.68
23181 Electronics Technician, Maintenance I	\$ 15.54
23182 Electronics Technician, Maintenance II	\$ 16.36
23183 Electronics Technician, Maintenance III	\$ 17.34
23260 Fabric Worker	\$ 13.70
23290 Fire Alarm System Mechanic	\$ 16.20
23310 Fire Extinguisher Repairer	\$ 12.90
23340 Fuel Distribution System Mechanic	\$ 16.20
23370 General Maintenance Worker	\$ 14.54
23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$ 16.20
23430 Heavy Equipment Mechanic	\$ 16.20
23440 Heavy Equipment Operator	\$ 15.02
23460 Instrument Mechanic	\$ 16.20
23470 Laborer	\$ 9.50
23500 Locksmith	\$ 15.35
23530 Machinery Maintenance Mechanic	\$ 16.20
23550 Machinist, Maintenance	\$ 16.40
23580 Maintenance Trades Helper	\$ 12.05
23640 Millwright	\$ 16.20
23700 Office Appliance Repairer	\$ 15.35
23740 Painter, Aircraft	\$ 15.35
23760 Painter, Maintenance	\$ 15.35
23790 Pipefitter, Maintenance	\$ 16.20
23800 Plumber, Maintenance	\$ 15.35
23820 Pneudraulic Systems Mechanic	\$ 16.20
23850 Rigger	\$ 16.20
23870 Scale Mechanic	\$ 14.54
23890 Sheet-Metal Worker, Maintenance	\$ 16.20
23910 Small Engine Mechanic	\$ 14.54
23930 Telecommunications Mechanic I	\$ 16.20
23931 Telecommunications Mechanic II	\$ 17.01
23950 Telephone Lineman	\$ 16.20
23960 Welder, Combination, Maintenance	\$ 16.20
23965 Well Driller	\$ 16.20
23970 Woodcraft Worker	\$ 16.20
23980 Woodworker	\$ 12.90

Personal Needs Occupations:

24570 Child Care Attendant	\$ 7.63
24580 Child Care Center Clerk	\$ 9.52
24600 Chore Aide	\$ 6.23
24630 Homemaker	\$ 10.61

Plant and System Operation Occupations:

25010 Boiler Tender	\$ 16.20
25040 Sewage Plant Operator	\$ 15.35
25070 Stationary Engineer	\$ 16.20
25190 Ventilation Equipment Tender	\$ 12.05
25210 Water Treatment Plant Operator	\$ 15.35

Protective Service Occupations:

27004 Alarm Monitor	\$ 8.38
27006 Corrections Officer	\$ 11.06
27010 Court Security Officer	\$ 11.90
27040 Detention Officer	\$ 11.06
27070 Firefighter	\$ 11.45
27101 Guard I	\$ 6.51
27102 Guard II	\$ 9.13
27130 Police Officer	\$ 14.25

Stevedoring/Longshoremen Occupational Services:

28010 Blocker and Bracer	\$ 11.99
28020 Hatch Tender	\$ 11.99
28030 Line Handler	\$ 11.99
28040 Stevedore I	\$ 11.30
28050 Stevedore II	\$ 12.66

Technical Occupations:

29010 Air Traffic Control Specialist, Center 2/	\$ 24.04
29011 Air Traffic Control Specialist, Station 2/	\$ 16.58
29012 Air Traffic Control Specialist, Terminal 2/	\$ 18.26
29023 Archeological Technician I	\$ 10.45
29024 Archeological Technician II	\$ 11.69
29025 Archeological Technician III	\$ 14.49
29030 Cartographic Technician	\$ 14.49
29035 Computer Based Training (CBT) Specialist/Instruct	\$ 14.39
29040 Civil Engineering Technician	\$ 14.49
29061 Drafter I	\$ 9.31
29062 Drafter II	\$ 11.54
29063 Drafter III	\$ 12.97
29064 Drafter IV	\$ 14.49
29081 Engineering Technician I	\$ 9.31
29082 Engineering Technician II	\$ 11.54
29083 Engineering Technician III	\$ 12.97
29084 Engineering Technician IV	\$ 14.49
29085 Engineering Technician V	\$ 17.72
29086 Engineering Technician VI	\$ 21.45
29090 Environmental Technician	\$ 14.39
29100 Flight Simulator/Instructor (Pilot)	\$ 17.96
29150 Graphic Artist	\$ 14.39
29160 Instructor	\$ 14.39
29210 Laboratory Technician	\$ 11.21
29240 Mathematical Technician	\$ 14.49
29361 Paralegal/Legal Assistant I	\$ 11.24

29362 Paralegal/Legal Assistant II	\$ 14.01
29363 Paralegal/Legal Assistant III	\$ 17.14
29364 Paralegal/Legal Assistant IV	\$ 20.72
29390 Photooptics Technician	\$ 14.49
29480 Technical Writer	\$ 19.00
29491 Unexploded Ordnance Technician I	\$ 15.28
29492 Unexploded Ordnance Technician II	\$ 18.49
29493 Unexploded Ordnance Technician III	\$ 22.16
29494 Unexploded Safety Escort	\$ 15.28
29495 Unexploded Sweep Personnel	\$ 15.28
29620 Weather Observer, Senior 3/	\$ 12.20
29621 Weather Observer, Combined Upper Air & Surface Programs 3/	\$ 10.98
29622 Weather Observer, Upper Air 3/	\$ 10.98

Transportation/Mobile Equipment Operation Occups:

31030 Bus Driver	\$ 10.50
31260 Parking and Lot Attendant	\$ 9.94
31290 Shuttle Bus Driver	\$ 9.94
31300 Taxi Driver	\$ 9.29
31361 Truckdriver, Light Truck	\$ 9.94
31362 Truckdriver, Medium Truck	\$ 10.50
31363 Truckdriver, Heavy Truck	\$ 11.17
31364 Truckdriver, Tractor-Trailer	\$ 11.17

Miscellaneous Occupations:

99020 Animal Caretaker	\$ 7.84
99030 Cashier	\$ 6.26
99041 Carnival Equipment Operator	\$ 8.41
99042 Carnival Equipment Repairer	\$ 9.00
99043 Carnival Worker	\$ 6.72
99050 Desk Clerk	\$ 7.62
99095 Embalmer	\$ 15.28
99300 Lifeguard	\$ 6.80
99310 Mortician	\$ 15.28
99350 Park Attendant (Aide)	\$ 8.57
99400 Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$ 6.80
99500 Recreation Specialist	\$ 10.58
99510 Recycling Worker	\$ 8.41
99610 Sales Clerk	\$ 6.80
99620 School Crossing Guard (Crosswalk Attendant)	\$ 6.72
99630 Sports Official	\$ 6.80
99658 Survey Party Chief (Chief of Party)	\$ 12.76
99659 Surveying Technician (Instr. Person/Surveyor Asst)	\$ 11.73
99660 Surveying Aide	\$ 8.57
99690 Swimming Pool Operator	\$ 9.46
99720 Vending Machine Attendant	\$ 8.41
99730 Vending Machine Repairer	\$ 10.14
99740 Vending Machine Repairer Helper	\$ 8.41

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\*\* Fringe Benefits Required For All Occupations Included In

This Wage Determination \*\*

HEALTH & WELFARE: \$1.39 per hour or \$55.60 per week or \$240.93 per month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1. Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2. APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT

DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3. WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an

employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

**Source of Occupational Titles and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND  
WAGE RATE**

{Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed

under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to



the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.